

EXHIBIT B

WTCP CROSS-CLAIM PLAINTIFFS' UPDATED DAMAGES DISCLOSURE: 7 WORLD TRADE CENTER

9/11 Litigation Docket No.: 21 MC 97 (AKH)	Cross-Claim Plaintiff: 7 World Trade Company, L.P. ("7 World Trade Company")	
Loss Location: The property described in the lease for Seven World Trade Center ("7 WTC")	<u>Litigation Damages Claim</u>	
Property Insurer Names: Industrial Risk Insurers, an unincorporated association, and its members, including but not limited to Westport Insurance Corporation Total Insurance Claim Payments: \$819,000,000 Insurance Claim Payment Breakdown: None Insurance Claim Status: Closed Physical Damage: Yes	See generally, "Description of Business/Nature of Loss," below.	
	<u>Damage Category</u>	<u>Claim Amount</u>
	<ul style="list-style-type: none"> • Lost revenue and consequential damages, including but not limited to, leasing and other mitigating costs: • Costs to replace destroyed 7 WTC: • Lost business property and lost personal property: 	<p>approximately \$790,000,000 (See NOTES 1 and 3)</p> <p>approximately \$610,000,000 (See NOTES 2 and 3)</p> <p>approximately \$1,000,000</p>
	Total damages claimed (not including pre-judgment interest (See NOTE 3)):	approximately \$1,400,000,000 (rounded)
<u>Description of Business/Nature of Loss:</u> The cross-claim plaintiff, 7 World Trade Company, L.P., built the original 7 WTC on space that it leased from the Port Authority of New York and New Jersey. The lease ran until 2026 with three 20-year renewal periods. Construction was completed in 1987. 7 World Trade Company owned and operated a commercial real estate business whose primary asset is the lease of 7 WTC. The building contained approximately 2 million square feet of rentable office space and was fully rented and operating at a mature, established rate of revenue, productivity and profitability on September 11, 2001 when American Airlines Flight 11 was hijacked and crashed into 1 WTC, resulting in the collapse of 1 WTC and the complete destruction of 7 World Trade Company's revenue-generating property, including the building, tenant spaces, infrastructure and common areas. As a result, revenue was lost, leasing and other costs in mitigating damages were incurred and tenant/customer relationships were destroyed (see NOTES 1 and 3, below). 7 World Trade Company's damages also included lost business property and lost personal property and the costs associated with obligations pertaining to the business under the lease agreement, including but not limited to replacing the destroyed property (see NOTES 2 and 3, below). 7 World Trade Company has been sued by third-parties for property damage, business interruption and bodily injury (including alleged respiratory injuries) arising out of the hijackings and crashes of Flight 11 and Flight 175 on September 11, 2001. 7 World Trade Company also has been called upon to defend and indemnify the Port Authority in similar actions under the terms of the applicable lease agreement. No liability findings have been made to date and there have been no settlements by 7 World Trade Company.		

The information contained herein is a preliminary good faith estimate based on the information known and analyses completed to date. The information is being provided voluntarily by 7 World Trade Company in response to a request by Aviation Defendants. 7 World Trade Company reserves the right to update, amend and/or supplement this Damages Disclosure at any time. A more thorough analysis and more detailed disclosure of 7 World Trade Company's damages will be contained in the expert report to be served later in this litigation. 7 World Trade Company reserves the right to seek recovery of all permissible damages. Nothing stated herein is intended as, or may be deemed to constitute, an admission as to any issue of fact or law. Nor may this document be used in any way to prove or disprove any issue of fact or law in the pending lawsuits or otherwise.

NOTE 1:

Damages to the business include, but are not limited to, the permanent loss of 300,000 square feet of rentable office space, lost revenue, consequential damages, including leasing expenses and other costs in mitigating damages, loss of tenant/customer relationships, loss of vendor relationships, loss of personnel, impaired market positions and related business losses. The destruction of the revenue-generating properties resulted in the substantial impairment of what was a mature, established business and, left, in its place, the uncertain prospect of a start-up enterprise with substantial upfront losses and significantly greater business risk. Such damages are estimated to be approximately \$790,000,000. This estimate is based on the expectation that the replacement building will be fully occupied and rent paying by June 1, 2008.

NOTE 2:

The actual costs of replacing the destroyed premises are expected to be approximately \$610,000,000, but are not precisely quantifiable at this time because certain costs to be expended by 7 World Trade Company, including tenant improvement costs, have not yet been incurred.

NOTE 3:

The preliminary damage estimates provided herein are expressed in terms of net present value as of September 11, 2001. Accordingly, all cash flows are discounted back to September 11, 2001. 7 World Trade Company is entitled to recover pre-judgment interest at the statutory rate on such amounts from September 11, 2001.

Affidavit

As an officer of 7 World Trade Company, L.P., I certify that to the best of my knowledge the foregoing information is true and correct.

April 23, 2007

By: _____

Michael Levy